2287.

SUPREME COURT OF THE UNITED STATES,

No. 188–9.

OBADIAH B. BROWN, PLAINTIFF IN ERROR,

vs.

THE UNITED STATES;

AND

THE UNITED STATES, PLAINTIFF IN ERROR,

vs.

OBADIAH B. BROWN.

IN ERROR TO THE CIRCUIT COURT U. S. FOR THE DISTRICT OF COLUMBIA, HOLDEN IN AND FOR THE COUNTY OF WASHINGTON.

INDEX.

	Original.	Print.
Writs of error	1–2	3
Citations	3–4	4
Copy appeal bond	5	4
Style of Court	6	5
Parties	6	5
Capias ad respondendum	7	6
Nar.	7	6
Marshal's return and defendant's appearance	10	7
Rule plea and non assumpsit	10	8
Issue joined and venire facias	11	8
Jury	15	9
Verdict, judgment and damages	16	11
Plaintiff's bill of exceptions	16	12
Exhibit No. 1, referred to in ditto	20	13
Exhibit No. 2, referred to in ditto	21	14
Exhibit No. 4, referred to in ditto	22	14
Exhibit No. 5, referred to in ditto	22	14

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	Original.	Print.
Exhibit No. 6, referred to in ditto	23	15
Exhibit A, No. 1, referred to in ditto	24	15
Exhibit A, No. 2, referred to in ditto	25	16
Exhibit A, No. 3, referred to in ditto	26	16
Exhibit A, No. 4, referred to in ditto	27	16
Cause of action referred to in plaintiff's declaration	28	17
Defendant's bill of exceptions	29	17
Printed rules and regulations referred to in ditto	34	20
Account referred to in defendant's exceptions	39	23
Organization Post Office Department, 1st Jan'y, 1831, referred to in ditto	43	25
Writ of error produced	43	25
Certificate and seal	43	25

UNITED STATES OF AMERICA:

The President of the United States, to the judges of the circuit court of the District of Columbia, sitting for the county of Washington, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea, which is in the said court before you, or some of you, wherein the United States of America are plaintiffs, and Obadiah B. Brown is defendant, a manifest error hath happened, to the great damage of the said defendant, as by his complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties in this behalf, do command you, if judgment be therein given, that, under your hand, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington on the first Monday of December next, in said Supreme Court, to be then and there held; and that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, which of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court.

Issued this 13th day of May, 1847.

W. BRENT, *Clerk.*

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the judges of the circuit court of the District of Columbia, sitting for Washington county, greeting:

Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said court, before you, or some of you, wherein the United States of America are plaintiffs, and Obadiah B. Brown is defendant, a manifest error hath happened, to the great damage of the said plaintiffs, as by their complaint appears: we being willing that error, if any hath been, should be duly corrected; and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that, under your hand, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in said court, to be then and there held; and that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein

to correct that error, which of right, and according to the laws and custom of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of said Supreme Court.

Issued this 13th day of May, 1847.

W. BRENT, *Clerk.*

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to Philip Barton Key, esquire, United States attorney for the District of Columbia, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the District of Columbia for the county of Washington, wherein Obadiah B. Brown is plaintiff in error, and the United States of America are defendants in error, to show cause, if any there be, why judgment rendered against the said Obadiah B. Brown, in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable William Cranch, chief judge of the circuit court of the District of Columbia, this 13th day of May, 1847.

W. CRANCH.

Service acknowledged. PHIL. BARTON KEY.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to Obadiah B. Brown, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the circuit court of the District of Columbia, sitting for the county of Washington, wherein the United States of America are plaintiffs in error, and you are defendant in error, to show cause, if any there be, why the judgment of the said court in the premises should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness the honorable W. Cranch, chief judge of the circuit court of the District of Columbia, this 13th day of May, 1847.

Service acknowledged. JOS. H. BRADLEY,
13*th Dec.*, 1847. *Defendant's attorney*

Copy of appeal bond.

Know all men by these presents, that we, Obadiah B. Brown and Peter Force, all of Washington county in the District of Columbia, are held and firmly bound unto the United States of America in the full and just sum of ten thousand dollars, current money, to be paid to the said United States, or their certain attorney; to which payment, well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally,

firmly by these presents. Sealed with our seals, and dated this thirteenth day of May, 1847.

Whereas lately, at a circuit court of the District of Columbia, sitting for the county of Washington, in a suit pending in the said court, wherein the said United States were plaintiffs, and the said Obadiah B. Brown was defendant, judgment was rendered against the said defendant, and he having obtained a writ of error, and filed a copy thereof in the clerk's office of the said circuit court, to reverse the judgment in the aforesaid suit, and a citation directed to the said United States, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington on the first Monday of December next.

Now, the condition of the above obligation is such, that if the said Obadiah B. Brown shall prosecute his writ with effect, and answer all damages and costs if he fails to make his plea good, then the above obligation to be null and void, otherwise to be and remain in full force and virtue in law.

O. B. BROWN, [SEAL.]
PETER FORCE. [SEAL.]

Signed, sealed, and delivered in
the presence of—
WM. Q. FORCE.
[Approved.]

Style of court.

DISTRICT OF COLUMBIA, *to wit:*

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, at the city of Washington, on the fourth Monday of March, being the twenty-second day of the same month, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-first.

Present, the honorable William Cranch, James S. Morsell, & James Dunlop, ass't judges; Alexander Hunter, esquire, marshal; Wm. Brent, clerk.

In the records of the proceedings of the said court, among others, are the following, to wit:

Parties.

UNITED STATES
vs.
OBADIAH B. BROWN.

Be it remembered, that heretofore, to wit, on the thirteenth day of July, in the year of our Lord one thousand eight hundred and thirty-nine, the said United States of America, by Francis S. Key, esquire, United States attorney for the District of Columbia, prosecuted and sued forth out of the circuit court here, the United States writ of capias ad respondendum, directed to the marshal of the District of Columbia, in the words and of the tenor following, to wit:

Capias ad respondendum.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting:

We command you that you take Obadiah B. Brown, late of Washington county, if he shall be found within the county of Washington, in your said District, and him safely keep, so that you have his body before the circuit court of the District of Columbia, to be held for the county aforesaid, at the city of Washington, on the fourth Monday of November next, to answer unto the United States of America in a plea of trespass on the case, and so forth.

Hereof fail not at your peril, and have you then and there this writ.

Witness, W. Cranch, esquire, chief judge of our said court, at the city of Washington, the 30th day of May, anno domini one thousand eight hundred and thirty-nine.

Issued the 13th day of July, 1839. W. BRENT, *Cl'k.*

And the said United States, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforegoing writ, declared against the said defendant in the plea aforesaid, in form following, to wit:

Nar.

DISTRICT OF COLUMBIA,
Washington county, to wit:

Obadiah B. Brown, late of Washington county, gentleman, was attached to answer unto the United States of America, in a plea of trespass on the case, and so forth; and whereupon, the said plaintiffs, by F. S. Key, their attorney, complain, that whereas the said defendant, on the first day of May, in the year of our Lord one thousand eight hundred and thirty-nine, at the county aforesaid, was indebted unto the said plaintiffs in the sum of four thousand five hundred and eighty-eight dollars and sixty cents, current money, for sundry matters and articles properly chargeable in an account, as by a particular account thereof herewith into court exhibited, appears copied in page ( ); and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, undertook, and faithfully promised the said plaintiffs, to pay them the said sum of money when he should be thereto afterwards required.

And whereas the said defendant afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, was indebted unto the said plaintiffs in another sum of four thousand five hundred and eighty-eight dollars and sixty-one cents, like money, for the like sum of money by the said plaintiffs to and for the use of the said defendant before that time paid, laid out, and expended at the special instance and request of the said defendant; and for other money by the said plaintiffs before that time lent and advanced to the said defendant, at his special instance and request; and for other money by the said defendant before

that time had and received to the use of the said plaintiffs; and being so indebted, the said defendant, in consideration thereof, afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, undertook and promised the said plaintiffs to pay them the said last mentioned sum of money when afterwards he should be thereunto required.

And whereas the said defendant afterwards, to wit, on the same day and year aforesaid, at the county aforesaid, accounted together with the said plaintiffs of and concerning divers other sums of money before that time due and owing from the said defendant to the said plaintiffs, and then being in arrear and unpaid, and upon that account the said defendant was then and there found in arrear and indebted to the said plaintiffs in a large sum of money, to wit, in *in* the further sum of four thousand five hundred and eighty-eight dollars and sixty-one cents, like money; and so being found in arrear and indebted to the said plaintiffs, the said defendant, in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, undertook and promised to the said plaintiffs to pay them the said last mentioned sum of money when he should be thereto afterwards required.

Yet the said defendant, not regarding his said several promises and undertaking so by him made in this behalf as aforesaid, but contriving and fraudulently intending craftily and subtilely to defraud and deceive the said plaintiffs in this respect, hath not yet paid the said several sums of money, or any part thereof, to the said plaintiffs; (altho' so to do the said defendant was requested by the said plaintiffs, to wit, on the same day and year aforesaid, and often afterwards, at the county aforesaid); but he, to do this, hath hitherto refused, and still refuses. Whereupon, the said plaintiffs say they are injured, and have sustained damage to the value of nine thousand dollars, current money, and therefore they bring suit, and so forth.

F. S. KEY, *U. S. Att'y, D. C.*

JOHN DOE, RICHARD ROE, } *Pledges.*

Nov. term, 1839.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and thirty-nine, and the day of the return of the aforegoing writ, comes again into the circuit court here, the said plaintiffs, by their attorney aforesaid, and the marshal of the District aforesaid, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

Marshal's return, and def'ts app'ce. Rule plea and imparlance to March term, 1840.

"Cepi." A. HUNTER, *Marshal.*

Whereupon, the said defendant being called, appears in court here, by Richard S. Coxe, esquire, his attorney; and thereupon, on motion of the said plaintiffs, by their attorney aforesaid, it is ruled by the court here, that the said defendant answer to the declaration aforesaid

of the said plaintiffs in the plea aforesaid, or judgment by the court here will be entered against him in default thereof. Whereupon, the said defendant, by his attorney aforesaid, prays leave of the court here to imparle until the fourth Monday of March next, and then to answer to the declaration aforesaid of the said plaintiffs in the plea aforesaid; and to him it is granted. The same day is given to the said plaintiffs also.

Appearance of parties. Non assumsit, issue joined, venire facias, to Nov. term, 1840.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty, to which said day the said defendant had leave to imparle, and then to answer to the declaration aforesaid of the said plaintiffs in the plea aforesaid, comes again into the circuit court here as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid; and the said defendant, by his attorney aforesaid, as before defends the force and injury, when, and so forth, and saith that he did not assume upon himself in manner and form as the aforesaid plaintiffs above against him have declared, and of this he puts himself upon the country; and the said plaintiffs, by their attorney aforesaid, in like manner, and so forth. Therefore let a jury thereon appear before the court here, on the fourth Monday of November next, by whom, and so forth, and who neither, and so forth, to recognise, and so forth, because as well, and so forth; the same day is given to the aforesaid parties then and there, and so forth.

Appearance and continuance to March term, 1841.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and forty, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attorneys aforesaid, and by order of the court here thereon, the said cause is continued until the fourth Monday of March next.

Appearance and continuance to Nov. term, 1841.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-one, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of November next.

Appearance and continuance to March term, 1842.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and forty-one, come again into the

circuit court here, as well the said plaintiffs, by their attorneys aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

Appearance and continuance to November term, 1842.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-two, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court thereon, the said cause is further continued until the fourth Monday of November next.

Appearance and continuance to March term, 1843.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and forty-two, come again into the circuit court here, as well the said plaintiffs by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

Appearance and continuance to November term, 1843.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-three, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of November next.

Appearance and continuance to March term, 1844.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and forty-three, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

Appearance and continuance to November term, 1844.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-four, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further

process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of November next.

And continuance, March term, 1845.

At which mentioned fourth Monday of November, in the year of our Lord one thousand eight hundred and forty-four, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

Appearance and continuance to October term, 1845.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-five, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the third Monday in October next.

Appearance and continuance to March term, 1846.

At which mentioned third Monday of October, in the year of our Lord one thousand eight hundred and forty-five, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

Appearance and continuance to October term, 1846.

At which mentioned fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-six, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his said attorney. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the third Monday in October next.

Appearance and continuance to March term, 1847.

At which mentioned third Monday of October, in the year of our Lord one thousand eight hundred and forty-six, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Thereupon, further process of and upon the premises aforesaid, between the parties afore-

said, by consent of the said parties by their attorneys aforesaid, and by order of the court here thereon, the said cause is further continued until the fourth Monday of March next.

And now at this day, to wit, the said fourth Monday of March, in the year of our Lord one thousand eight hundred and forty-seven, come again into the circuit court here, as well the said plaintiffs, by their attorney aforesaid, as the said defendant, by his attorney aforesaid. Whereupon, for trying the issue aforesaid, it is ordered by the court here, that twenty persons from the panel of petit jurors, returned to the court here by the marshal of the district aforesaid, be drawn by ballot, according to the act of assembly in such case made and provided. And twenty persons being so drawn, and a list of *of* their names being furnished each of the parties, and the counsel of the parties having each stricken out four persons from the lists, thereupon the remaining twelve being called, come, to wit:

Jury.

1. Francis A. Tucker,
2. John Payne,
3. Thomas H. Havener,
4. Orris S. Payne,
5. Edward Lacey,
6. Simeon Matlock,
7. George Marbury,
8. Robert Brooke,
9. Daniel P. Porter,
10. Robert H. Clements,
11. Robert W. Bates,
12. Richard Wimsatt.

Who being duly empannelled and sworn to say the truth in the premises, upon their oath do say:

Verdict, damages, judgment, costs.

That the said Obadiah B. Brown did assume upon himself, in manner and form as the aforesaid plaintiffs within against him have complained; and they assess the damages of the said plaintiffs, sustained by reason of the non-performance of the promise and assumptions aforesaid, to the sum of two thousand five hundred dollars, current money, with interest from the nineteenth day of February, in the year of our Lord one thousand eight hundred and thirty-five, till paid. Therefore, it is considered by the court here, that the said plaintiffs recover against the said defendant as well the sum of two thousand five hundred dollars, with interest from the nineteenth day of February, eighteen hundred and thirty-five, the damages aforesaid, in form aforesaid assessed, to be sustained by occasion of the non-performance of the promise and assumption aforesaid; as the sum of dollars, and cents, by the court here, unto them the said plaintiffs, on their assent adjudged, for their costs and charges by them about their suit in this behalf laid out and expended. And the said defendant, in mercy, &c.

Test: W. BRENT, *Clk.*

Memorandum. *Mem.*

Before the jurors aforesaid withdrew from the bar of the court here, the said plaintiffs and defendant, by their attorneys aforesaid, filed in court here the following bills of exceptions, to wit:

Plaintiff's 1st bill of exceptions. *Plaintiff's 1st bill of ex.*

UNITED STATES
vs.
O. B. BROWN.

The plaintiffs, to sustain the issue on their part joined, and to establish the right to the recovery of the sum of $2088.61, one of the items in the account sued upon, gave in evidence, by competent testimony, that, on the 3d of May, 1833, defendant made a private deposit of his own funds in the Bank of Maryland, of the sum of $2000, bearing interest at the rate of 5 per cent. per annum, and received therefor a certificate of deposit, (No. 1, copied in page 19;) that said defendant was at the time of said deposit, and continued to be until 1st February, 1835, the chief clerk of the Post Office Department, and treasurer of the same; that, on the 5th June, 1833, the Post Office Department borrowed of said Bank of Maryland $50,000, payable at nine and twelve months, and issued therefor certificates in the words and figures following, (Nos. 1 & 2, copied in pages 20, 21;) that, on the 22d June, 1833, the Bank of Maryland borrowed $50,000 of the Union Bank of Maryland, and deposited said loan certificates as collateral security therefor. On the 22d March, 1834, said Bank of Maryland failed, and the Post Office Department shortly after knew of said fact; that on the 22d March, 1834, said Bank of Maryland made a general assignment to John B. Morris and Richard W. Gill, as trustees for the benefit of its creditors; and that both the Post Office Department and defendant were notified of said assignment to the Union Bank of the Post Office certificates, as early as the 8th of April, 1834.

That, immediately on the announcement of the failure of the Bank of Maryland, its certificates of deposit depreciated in value to the amount of 80 per cent., and continued gradually to depreciate, until some three or four years after, when they had fallen as low as 25 per cent.; that, on or about the 9th September, 1834, N. Williams, esq., the district attorney of the United States, and acting as such, procured to be made on said certificates of deposit as aforesaid, given to said defendant, the endorsement thereon, signed by said J. B. Norris and R. W. Gill.

And said certificate, with the endorsement of said Brown and of said Morris & Gill, was then by him presented to the said Bank of Maryland by said Williams, acting as aforesaid, and the said certificate was then and by it cancelled, and a credit given for the amount, with the interest up to 22d March, 1834, to the Post Office Department, being the amount of $2,088 61; said credit was given on the 9th September, 1834, and in a day or two after, on the receipt of the account shewing said credit, corresponding entries were made on the books of Department, charging said bank, in general account, with said sum of $2,088 61, and crediting O. B. Brown, treasurer, &c., with the like sum; (see said entries, marked A, 1, 2, 3, 4, copied in pages 24, 25, 26, and 27.) Said N. Williams, while on the stand, said that he, in

the premises, acted officially as district attorney, under and in consequence of a letter from the Department, which he then held in his hand, placed there while under examination by the counsel for the plaintiffs; but the said counsel, although called upon to produce and exhibit said letter as part of their evidence by the counsel for the defendant, refused so to do, but under the ruling of the court produced it, to be used by the defendant if he saw fit. That early in February, 1835, said defendant retired from his office in the P. O. Department, and afterwards, on the 19th February, 1835, the Postmaster General caused a requisition to be made out in favor of said defendant for the sum of $2,088 61, (No. 4, copied in page 22,) and upon this requisition a corresponding check was drawn, payable to his order, for the like amount, (No. 5, copied in page 22,) which, being endorsed by him, was duly paid, which sum so paid is that now sought to be recovered That on or about the 5th December, 1836, an arrangement was made between the said Union Bank and the Postmaster General, under which said defendant was again recharged with said sum of $2,088 61, and said Union Bank gave the bond of indemnity produced, bearing said date, (No. 6, copied in page 23,) whereupon the plaintiffs closed their testimony; and thereupon the defendant prayed the court to instruct the jury that, on the evidence aforesaid, if believed by the jury, the plaintiff is not entitled to recover the said item of $2,088 61.

And the court being of the opinion that, by the evidence aforesaid, it appeared that the former Postmaster General, Barry, had, within the scope of his official authority, and with full possession of the facts involved in the case, adjudicated the question of the right of the defendant to receiving the said item of $2,088 $\frac{61}{100}$, and, under the said adjudication, the same had been paid to the defendant; and that this court has no authority to review and reverse the said adjudication for errors of law therein; and that, from the evidence aforesaid, the jury cannot infer mistake of fact, collusion, or misconduct of the said Postmaster General, gave the instruction as prayed; to which instruction, as given, the plaintiff excepts, and tenders to the court this bill of exceptions, which is thereupon signed and sealed, this 3d day of May, 1847.

W. CRANCH, [SEAL.]
JAMES S. MORSELL. [SEAL.]

Exhibit No. 1, *referred to in plaintiff's bill of exceptions, page* 17.

Special deposit.

Dollars. Bank of Maryland.
2,000. Number 1,709.

Baltimore, May 3d, 1833.

O. B. Brown has deposited in the Bank of Maryland two thousand dollars; which sum, with interest at the rate of five per cent. per annum, will be paid to his order ninety days after demand, and until the payment of said principal sum the interest thereon to be paid quarterly, to him or his order.

Cash'r. *Pres't.*

Bank of Maryland.

Int. to 22d March, 1834, dls. 88 61 cts.
Endorsed, O. B. Brown.

Mr. Wilson, cash'r: Release the within certificate, with the interest up to 22d of March, on deposit, to be checked for.

J. B. MORRIS,
R. W. GILL, *Trustees.*

September 3, 1834.

Copy—Test: W. BRENT, *Clk.*

Exhibit No. 2, referred to in plaintiffs' bill of exceptions, page 17.

POST OFFICE DEPARTMENT,
Division of Finance, 5th June, 1833.

I certify that there is due from this Department to the Bank of Maryland the sum of twenty-five thousand dollars, being the amount placed to the credit of this Department by that bank this day, which I promise to pay, or cause to be paid, by this Department, on or before the fifth day of March next.

By order of the Postmaster General:

O. B. BROWN, *Treasurer.*

Endorsed, Evan Poultney, president.

Pay to R. Mickle, esq., cashier, or order.

R. WILSON, *Cash'r.*

Pay Geo. Thomas, esq., cashier, or order.

R. MICKLE, *Cash'r.*

25th March. Received ten thousand dollars on the within.

GEO. THOMAS, *Cash'r.*

Exhibit No. 4, referred to in plaintiffs' bill of exceptions, page 18.

Requisition.

No. 3,442.

$2,088 $\frac{61}{100}$.

The treasurer of the Department will issue a check in favor of O. B. Brown, (late treasurer,) for two thousand and eighty-eight $\frac{61}{100}$ dollars, to be charged to his account, for a deposite made by him in the Bank of Maryland.

W. T. BARRY.

POST OFFICE DEPT., 19*th Feb'y*, 1835.

Exhibit No. 5, referred to in plaintiffs' bill of exceptions, page 19.

No. 3,442. POST OFFICE DEPARTMENT,
Washington, 19th February, 1835.

United States. Requisition.

Bank of the Metropolis,
Office at Washington, D. C.,

Pay O. B. Brown, (late treasurer,) or order, two thousand and eighty-eight $\frac{61}{100}$ dollars.

R. C. MASON,
Treasurer P. O. Dept.

$2,088 $\frac{61}{100}$.

Correct.

C. K. GARDNER,
Assistant P. M. General.

Endorsed, O. B. Brown, (late treasurer.)

Exhibit No. 6, referred to in plaintiffs' bill of exceptions, page 19.

Know all men by these presents, that we, the president and directors of the Union Bank of Maryland, and Robert Mickle, of the State of Maryland, are held and firmly bound unto the United States, in the full and just sum of four thousand dollars, current money of the United States, to be paid to the said United States; to which payment, well and truly to be made, we bind ourselves and each of us, firmly and severally, by these presents. Sealed with our seals, and dated this 5th day of December, in the year eighteen hundred and thirty-six.

Whereas, Amos Kendall, Postmaster General of the United States, hath allowed and paid to the president and directors of the Union Bank of Maryland the sum of two thousand and eighty-eight $\frac{61}{100}$ dollars, claimed to be due to the said bank from the Post Office Department, which claim was disallowed by William T. Barry, former Postmaster General of the United States, and the amount so claimed by the said bank was paid to a certain O. B. Brown by the said Barry, on the ground that a debt due to the said Brown from the Bank of Maryland could be legally set-off against the claim of said Union Bank; and the said Amos Kendall, as Postmaster General as aforesaid, having allowed and paid the claim of said Union Bank, and recharged the said O. B. Brown with the amount so received by him, is about to sue the said O. B. Brown for the same, in which suit the validity of said set-off may be brought in question:

Now, the condition of the above obligation is such, that if the validity of said set-off should in the said suit be sustained by a judicial decision, and the said Union Bank shall thereupon, on demand, fail to repay the said sum of two thousand and eighty-eight $\frac{61}{100}$ dollars, with legal interest thereon from the time they received the same, the above obligation to be in full force; otherwise to be void.

H. W. EVANS, [SEAL.]
President of the Union Bank of Maryland.

R. MICKLE, [SEAL.]

Signed, sealed, and delivered in presence of—
CH. A. WILLIAMSON.

Exhibit A 1, referred to in plaintiffs' bill of exceptions, page 18.

Extract from foreign leger B, of Bank of Maryland, folio 67 :

POST OFFICE DEPARTMENT, *Washington City.*

1834, Sep. 9. By one cert. to O. B. Brown, remitted, (cert. of $2,000,) int. 88.61 - - $2,088 61

Extract from foreign cash book B, of the same bank.

TUESDAY, *9th September*, 1834.

To Post Office Department:
One certificate to O. B. Brown, remitted - - $2,088 61

By five per cent. certificate—
No. 1709, O. B. Brown, (int. 88.61) - - $2,000 00

By discount account—
Int. allowed on above certif., 88.61.

I have compared the above with the books, and find them truly copied.
JNO. A. SMITH.
11 March, '47.

Ex. A 2, ref'd to in plffs. exceptions, page 18.

Bank of Maryland, Baltimore, Md.

Dr.			Cr.
1834. Sep. 9	O. B. Brown, Treasurer	$2,088 61	

Exhibit A, referred to in plffs. bill of exceptions, p. 18.

The following books, containing the account of O. B. Brown, as treasurer, agent, &c.:

Leger P, No. 9, north, page 559, acc't agent contingent fund.
Do do " 560, do treasurer.

				Debit.	Credit	
Journal P, No. 3, south,	page 256	31 March,	'35	- -	$802 59*	Acc't as agent contingent fund.
Do do of	" 276	26 June,	'35	- -	1,452 00*	
Cash book P, No. 2,	" 287	27 Jan.,	'35	$2,500 00		
Do do	" 289	18 Feb.,	'35	802 59	-	
Do do	" 325	10 April,	'35	1,452 00	-	
Cash book P, No. 2,	page 232	9 Sept.,	'34	- -	2,088 61	Acc't as treasurer.
Do do	" 290	19 Feb.,	'35	2,088 61	-	
Do do	" 400	9 Dec.,	'36	2,088 61	-	

Exhibit A 4, ref'd to in plaintiffs' bill of exceptions, p. 18.

Cash.

Dr.					Cr.
1834. Sep. 9	O. B. Brown, treasurer -	$2,088 61	1835. Feb. 19	By O. B. Brown, late treasurer, requisition No. 3442 - -	$2,088 61
			1836. Dec. 9	By O. B. Brown, (L.) treasurer, for this sum, paid him on the 19th Feb'y, 1835, and now re-charged by direction of the Postmaster General, in conformity with the commendation of the Attorney General United States - - - -	2,088 61

* Day book O, south-

Cause of action referred to in plaintiff's declaration, page 8.

Obadiah B. Brown, late treasurer Post Office Department, in account with the United States.

Dr.					Cr.
1835.			1845.		
Jan'y 27	To cash -	$2,500 00	Mar. 31	By amount of his bill, dated 14 Feb'y, 1835, No. 460, paid sundry persons for services in Post Office Department - - -	$802 59
Feb. 18	cash -	802 59			
" 19	cash -	2,088 61			
April 10	cash -	1,452 00	June 26	By amount paid sundry persons for services in Post Office Department, as per bill on file -	1,452 00
				Balance - - - -	4,588 61
		$6,843 20			$6,843 20
	To balance	4,588 61			

I certify that the foregoing is a true statement of the account of Obadiah B. Brown, late treasurer of the Post Office Department, as audited and adjusted at this office.

In testimony whereof I have hereunto subscribed my name, and caused to be affixed my seal of office, at Washington, this second day of July, in the year one thousand eight hundred and thirty-nine.

C. K. GARDNER,
Auditor of the Treasury for the Post Office Department.

Defendant's bill of exceptions.

UNITED STATES
vs.
OBADIAH B. BROWN.

The defendant having admitted the receipt by him of the sum of $2500, as charged in plaintiffs' account, offered and read in evidence an account presented by him to the Department claiming sundry allowances as for commissions for the disbursement of sundry sums made by him from the contingent fund of the Post Office Department, and for the like commissions on the sum of $190,000 being the amount of sundry loans negotiated by him, at the request of the Postmaster General, for the use of said Department, as charged and claimed in said account, (copied in page ,) and then gave evidence tending to prove, by credible and competent witnesses, that he, the said defendant, while chief clerk of the Post Office Department, was employed by the said Postmaster General to negotiate said loans; that he faithfully performed said duty, and did negotiate the several loans for the sums with the parties, and at the times mentioned in said items of charge in said account. He further gave testimony tending to show that no loans were ever made and negotiated, by or for the use of said Department, except during the period when Major Barry held the office of Postmaster General, and that no other officer or clerk attached to the General Post Office

had ever been employed in the negotiation of any loans for the use of said Department; that during the same period of time other persons, viz., Samuel L. Governeur, then postmast r at New York, was, in like manner, employed to negotiate similar loans, for the use of said Department, as a special agent; that said loans were thus negotiated by said Governeur, as such special agent, sometimes at a very high premium, on one occasion paying for the same at the rate of three per cent. per month, besides collateral advantages to the lender; that for the loans thus negotiated by said Governeur he claimed and was allowed five per cent. commission when he lent his own personal responsibility, and two and a half per cent. when he incurred no responsibility; and said commissions were allowed and credited him by the Department in the settlement of his accounts; that said defendant, in the negotiations entrusted to him, went personally to Baltimore and Philadelphia, where the same were conducted and effected, and that he has never received any remuneration for his said services, or for his expenses in attending to said business.

The defendant further gave parol evidence tending to show that no negotiation of loans, other than those made by the defendant, were ever made by the Post Office Department, or by the Department's chief, and such duties had never, before or since, been performed by any other chief clerk of treasurer, and that if any other person had been employed to perform said business, not connected with the Department, such person would have claimed and received a compensation of $2\frac{1}{2}$ per cent. commission on the amount so borrowed.

And thereupon the plaintiff offered further evidence to prove that, during all the time aforesaid in which said loans aforesaid were negotiated by the defendant, he was chief clerk and treasurer of the Post Office Department, and as such received a stated salary fixed by law, and as treasurer had charge of the financial duties of the Department; that the general outline of his duties are stated in the published rules and regulations of March 4, 1833, issued by the Postmaster General, (copied in page 30,) but there were other minor duties for which there were verbal directions; that the disbursements of the contingent expenses of the Department, and the settlement of accounts therefor at the Treasury, down to the year 1815, had been by the Postmaster General, and since that year by officers of the Department assigned to that duty in addition to their other duties; the defendant was disbursing agent from 1829 to some time in February, 1835, and as such settled quarterly accounts of his agency at the Treasury; that no allowance had ever been made for such services beyond the stated salaries of the officers, and none had been asked for by any officer except by the defendant, long after he had settled his accounts, and had retired from office; that before and during, and ever since the years 1833 and 1834, in which said loans were negotiated by defendant, it was the frequent usage of the Department for the Postmaster General to send its officers to points of the country distant from the office, on special business connected with their respective branches of the service, and they had never claimed or been allowed

any compensation therefor except their actual expenses, in addition to their stated salaries, which continued to run on during their absence, and that no distinction was known or recognised in this respect between the financial and other divisions of the Department; that during his treasurership the defendant had made no claim for commissions on the loans aforesaid made by him; that his predecessor in charge of the financial department was the first assistant Postmaster General, who held the office during several years, down to March, 1843, and in the time, by direction of the Postmaster General, negotiated with distant banks for permission to make two over-drafts, of $50,000 each, for which interest was to be allowed, and which were to be repaid by deposites of the revenues of the Department, as collected; that he rendered these services, as essential portions of his duties, under charge of the financial division of the Department, and never expected or received any compensation therefor beyond his regular salary; that no other loans are known to have been negotiated by the Department, nor are commissions known to have been allowed to officers of the Department for any special services rendered by them for the Department; and further offered evidence to prove that, in the Treasury Department, the contingent expenses and salaries of officers, amounting to the monthly sum of $70,000, were always disbursed by officers of the Treasury assigned to the duty, in addition to their other ordinary duties, without any charge or claim of extra compensation; and that officers of this Department were sent on missions to New York connected with public loans, and were never allowed any compensation beyond their expenses.

And the defendant further gave evidence tending to prove that the arrangement made for the overdrawing of the $50,000, made by the First Assistant Postmaster General, was performed through the instrumentality of an agent in New York acting under instructions from said assistant; that it was not regarded as a loan, but as an agreement, upon the promise of regular deposites, sometimes leaving large balances in favor of the Government to meet and pay the drafts of the Department, in case no funds belonging to it were at the time in deposite, to the extent of $50,000; that said defendant had made similar arrangements for the Department *for the Department* with other banks, at different times, to the amount of $500,000, and had never claimed compensation for this as an extra service, or received any such compensation therefor.

Upon the whole of said evidence, so given as aforesaid by the parties respectively, the counsel for the United States prayed the court to instruct the jury as follows, viz: That on the whole of said evidence, if believed by the jury, the plaintiff is entitled to recover the said sum of $2,500, and that defendant is not entitled to set off against said item any value of his services in negotiating said loans, or for the disbursement of the contingent fund, as claimed by him in his said account. To the giving of which instruction the defendant, by his counsel, objected, but the court overruled the objection, and gave the instruction as prayed; to which ruling of the court the defendant excepted, and

this his bill of exceptions is accordingly signed and sealed this 5th day of May, 1847.

W. CRANCH, [SEAL.]
JAS. DUNLOP. [SEAL.]

Printed rules and regulations referred to in defendant's bill of exceptions, page 31.

POST OFFICE DEPARTMENT,
Washington, 4th March, 1838.

In future the following rules and regulations are to be observed:

1st. The duties of the Assistant Postmasters General, chief clerk, and subordinates, are distributed into *three* divisions.

The first, the Southern division, under the superintendence of C. K. Gardner, the senior assistant, will comprise the States of—

Virginia, (with the District of Columbia,)
North Carolina,
South Carolina,
Georgia,
Florida Territory,
Alabama,
Mississippi,
Arkansas Territory,
Louisiana,
Tennessee,
Kentucky,
Indiana,
Illinois,
Missouri,

The second, Northern division, under the superintendence of S. R. Hobbie, assistant, will comprise the States of—

Maine,
New Hampshire,
Vermont,
Massachusetts,
Rhode Island,
Connecticut,
New York,
New Jersey,
Delaware,
Maryland,
Pennsylvania,
Ohio, and
Michigan Territory.

2nd. Each of these divisions shall embrace an office of appointments and instructions, and an office of mail contracts; the office of mail depredations to remain as at present organized, auxiliary to both.

3d. To each of these divisions shall be assigned four corresponding clerks: two for the office of mail contract, and two for the office of appointments and instructions; a contract clerk, an appointment clerk, a route book clerk, a recording clerk, and clerks for registering orders, fines, and other miscellaneous duties.

4th. One of the corresponding clerks in each division shall be designated as the principal clerk of the division.

5th. The said assistant will be charged with the business of procuring mail portmanteaus, canvas bags, locks and keys, and with all the incidental duties. A clerk shall be assigned to him in their performances, who, under the direction of the assistants, respectively, shall keep the registry of the checks, countersigned by them.

6th. The business of forwarding blanks for accounts, locks, keys,

post office lists, laws, &c., shall be performed under the direction of the assistants, within their respective divisions.

7th. The principal clerk of the division, only, shall sign official correspondence, and that in case of the absence of the assistant.

8th. The third division will be that of Finance, under the superintendence of the chief clerk, O. B. Brown, who shall be the treasurer of the Department. There shall be under his control the "Book-keeper's," the "Solicitor's office," the "Pay office," the "Examiner's office," the "Register's office," and the "Dead Letter office;" to the last of which shall be attached the business of the general letter file.

9th. No money shall be paid into the Department, directly to the treasurer, nor paid out of it directly by him.

10th. All moneys shall be paid into the Department by deposites in the banks, designated to the credit of the "Post Office Department," and shall be passed to the credit of the persons paying them, on the receipt of certificates of such deposites, signed by the proper officer of the bank where each deposite shall be made.

11th. Deposites shall be made in such banks as shall be designated by the treasurer of the Department, with the approbation of the Postmaster General.

12th. Postmasters who shall have been directed to deposit their proceeds of postage shall, when such proceeds do not exceed, respectively, six hundred dollars in one quarter, deposit their whole balances within fifteen days after the close of each quarter. When their balances exceed the rate of six hundred dollars per quarter, they shall make their deposites monthly, within seven days after the close of each month; and when their balances exceed the rate of three thousand dollars per quarter, their deposites shall be made weekly; their whole balances being always paid within fifteen days after the close of each quarter.

13th. Postmasters, except by special instructions, are prohibited from sending money to the Department; but when, in pursuance of such instructions, money shall be transmitted to the Department, the chief examiner shall, at least once in each week, deposit in bank the several sums so received, and shall prepare a certificate, in a prescribed form, to be signed by the proper officer of the bank. Such money as will not be received in deposite, at par, shall be returned to the postmasters. When a payment shall be tendered in person to the Department, the deposite shall be made in the same manner, before a receipt and credit can be given.

14th. All certificates of deposite shall, under direction of the treasurer, be entered in a register to be kept for that purpose, with the date of each certificate, and its receipt to be endorsed, numbered, and filed, in the order of its reception.

15th. It shall be the duty of the treasurer to keep a book of the post offices by which deposites are made, with the names of the postmasters, and the times and places of their deposites; and, immediately after the registry of a certificate, it shall be entered to the proper officer, with its

date and number, so that it may always be seen when a depositing postmaster shall be delinquent.

16th. It shall be the duty of the treasurer to keep a bank-account book, the entries to be made on the debit side from the certificates of deposites or acknowledgment of the banks, and on the credit side from the checks drawn; which book shall be compared at least once in each quarter, with that kept by the register of the checks.

17th. Statements from the banks in which deposites are made, shall be obtained by the treasurer, at least as often as once in each month, and compared with the books of the treasurer and register of checks.

18th. It shall be the duty of the treasurer to furnish the Postmaster General, at the beginning of each month, with a condensed monthly statement of cash receipts and disbursements, and the balances in the several banks.

19th. When payments are made for transportation, either to meet drafts made by contractors, or to be forwarded to them, the principal pay clerk shall furnish the treasurer with a list of the checks required, having his certificate annexed that it is correct. The treasurer, if he approve the list, shall add the word "approved," with his signature. The checks shall then be drawn, entered, and signed by the treasurer, who shall send them, with the certified list, to the assistant Postmaster General, in whose division the payment is to be made, (or in his absence to the other assistant,) for his signature. All such lists, and all special requisitions, shall be filed by the register of checks.

20th. When a payment is to be made for "incidental expenses," the account for which the payment is required shall be examined by the senior assistant, and, if found correct, he will so endorse it, stating the amount due, and sign it; it shall then be re-examined by the treasurer, and, if by him found correct, he will draw a check for the amount, and send it, with the account, to the senior assistant for his signature; after which the check shall be entered by the register, and the account transferred to the book-keepers.

21st. Except for transportation, no money shall be paid until the account on which it is to be paid shall have been passed and signed agreeably to the preceding articles, unless by special requisition of the Postmaster General in writing.

22d. All checks must be signed by the treasurer, and countersigned by one of the assistants, to make them valid; and on the margin of every check to be written "transportation," "incidental," "transfer," or other word indicating the charge to which it belongs.

23d. All drafts on postmasters shall be signed by the treasurer and countersigned by the principal pay clerk.

24th. In the absence of the treasurer, his financial duties shall be performed by the principal pay clerk, or by such other person as the Postmaster General shall direct.

W. T. BARRY.

Account referred to in defendant's exceptions, page 29.

DR. The United States in account with O. B. Brown, agent for the Post Office Department.

To cash for sundry sums paid for contingent expenses by order of the Postmaster General, from 1st October, 1829, to 31st March, 1832, per account in the Treasury - -	$17,023 16	
Deduct this sum, not admitted by the Comptroller - - - - - - - -	1,783 98	
Amount admitted by Comptroller, Report No. 2944 -		$15,239 18
To cash paid for putting up blanks, superintending the premises, watchmen, and laborers, for 1830 and 1831, per appropriation - - - - - - - -		3,280 00
To cash paid for contingent expenses, from April 1 to December 31, 1832 - - -	6,515 04	
Deduct this sum not admitted by the Comptroller - - - - - - - -	704 00	
Amount admitted by the Comptroller, Report No. 3078 -		5,811 04
To cash paid for putting up blanks, superintending the premises, watchmen, and laborers, for 1832, per appropriation - - - - - - - - - -		1,640 00
To cash paid for contingent expenses, from January 1 to September 30, 1833 - -	$5,387 32	
Deduct this sum not admitted by the Comptroller - - - - - - - -	58 33	
Amount admitted by the Comptroller, Report No. 3330 -		5,328 99
To cash paid for ditto, from October 1 to December 31, 1833 - - - - -	$2,807 65	
Deduct this sum disallowed by the Comptr'ler	444 26	
Amount admitted by the Comptroller, Report No. 3384 -		2,363 39
To cash paid for putting up blanks, &c., for 1833, per appropriation - - - - - - - -		1,640 00
To cash paid for contingent expenses, from January 1 to September 30, 1834 - -	$6,154 45	
Deduct this sum not admitted by the Comptroller - - - - - - - -	813 00	
Amount admitted by the Comptroller, Report No. 3649 -		5,341 45
To cash paid for contingent expenses, from October 1 to December 31, 1834 - -	$3,019 70	

Account—Continued.

Deduct this sum not admitted by the Comptroller - - - - - - - -	$563 66	
Amount admitted by Comptroller, Report No. 3649 -		$2,456 04
To cash paid for ditto, from January 1 to February 1, 1835 - - - - -	$1,115 40	
Deduct this amount not admitted by the Comptroller - - - - - - - - -	158 00	
Amount admitted by the Comptroller, No. 3649 - -		957 40
To cash paid for putting up blanks, &c., for 1834, per appropriation - - - - - - - - - -		1,640 00
To cash paid for repairs of building, from 2d April, 1829 to 31st December, 1833, admitted, Report No. 3874 -		3,344 21
To cash paid sundry persons for services, allowed by Postmaster General, 14th February, 1835, per contra -		802 59
To ditto ditto ditto ditto per contra -		1,452 00
To commissions on the above $51,296 29, at 2½ p. cent.		1,282 40
To commission on a loan of $50,000, negotiated by me in the Patriotic Bank, for the Department in May, 1833, at 2½ per cent. - - - - - - - - -		1,250 00
To commisson on a loan of $40,000, negotiated by me in the Western Bank, Philadelphia, for the Department in April, 1834, at 5 per cent. - - - - - -		2,000 00
To commission on a loan of $50,000, negotiated by me in the Western Bank, Philadelphia, for the Department in April, 1833, at 2½ per cent. - - - - -		1,250 00
To commission on a loan of $50,000, negotiated by me in the Bank of Maryland, for the Department in June, 1833, at 2½ per cent. - - - - - - -		1,250 00
		$58,328 69
To balance per contra - - - - - - - -		$4,539 79

Cr.

By cash for Treasury warrant, dated March 24, 1830 -	$7,500 00
By cash for Treasury warrant, dated March 24, 1830 -	1,640 00
By cash for Treasury warrant, dated March 30, 1831 -	7,500 00
By cash for Treasury warrant, dated March 30, 1831 -	1,640 00
By cash for Treasury warrant, dated May 24, 1832 -	7,500 00
By cash for Treasury warrant, dated May 24, 1832 -	1,640 00
By cash for Treasury warrant, dated March 22, 1833 -	7,500 00
By cash for Treasury warrant, dated March 22, 1833 -	1,640 00
By cash for Treasury warrant, dated July 10, 1834 -	7,500 00
By cash for Treasury warrant, dated July 10, 1834 -	1,640 00
By cash for Treasury warrant, dated July 10, 1834 -	3,334 31
By cash received of the Postmaster General, 27th Jan. 1835	2,500 00
By cash received 1st February, 1835, for payment of sundry persons for services - - - - - - -	802 59
By cash received 10th April, 1835, for payment of sundry persons for services - - - - - - - -	1,452 00
Balance - - - - - - - - -	4,539 09
Dollars - - - - - - - - -	$58,328 69

Organization of the Post Office Department, and assignment of duties to the officers and clerks, by the Postmaster General. Arranged for the 1st January, 1831. First division.

Extract referred to in defendant's exception, page .

"Charles K. Gardner, Senior Assistant Postmaster General, is charged with the duties appertaining to the finances of the Department; with the general supervision, under the direction of the Postmaster General, of the duties performed in the offices of this division; and, particularly, with the cash disbursements; with the comptrolling of all incidental accounts, which are audited by the chief clerk; and with examining and reporting to the Postmaster General when deficient, the deposites of the weekly, monthly, and quarterly proceeds of 'depositing post offices.'"

And whereas, afterwards, to wit, on the thirteenth day of May, in the year of our Lord one thousand eight hundred and forty-seven, the said United States, by their attorney aforesaid, and the said Obadiah B. Brown, by his attorney aforesaid, produced and filed in court here, United States writs for the correcting of errors of and upon the judgment aforesaid, directed to the judges of the circuit court of the District of Columbia, sitting for the county of Washington, and in pursuance thereof, and in accordance with the form and effect of the law in such case made and provided, a transcript of the record of proceedings aforesaid, and all things thereunto relating, with the writs of error aforesaid, and a copy of the appeal bond of the said Obadiah B. Brown hereto annexed, is hereby transmitted to the Supreme Court accordingly.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of said court, this twenty-fifth day of August, [SEAL.] 1847. W. BRENT, *Clerk.*

Filed 31 December, 1847.